

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

<i>In re:</i>	§	
	§	CHAPTER 11
KrisJenn Ranch, LLC,	§	
	§	
<i>Debtor</i>	§	CASE No. 20-50805
	§	
	§	

KrisJenn Ranch, LLC, KrisJenn Ranch, LLC-Series Uvalde Ranch, and KrisJenn Ranch, LLC-Series Pipeline ROW, as successors in interest to Black Duck Properties, LLC,	§	
	§	
	§	
	§	
	§	
<i>Plaintiffs,</i>	§	ADVERSARY No. 20-05027
	§	
v.	§	
	§	
DMA Properties, Inc. and Longbranch Energy, LP,	§	
	§	
<i>Defendants.</i>	§	

DMA Properties, Inc.,	§	
	§	
<i>Cross-Plaintiff/Third-Party Plaintiff</i>	§	
	§	
v.	§	
	§	
KrisJenn Ranch, LLC, KrisJenn Ranch, LLC-Series Uvalde Ranch, and KrisJenn Ranch, LLC-Series Pipeline ROW, Black Duck Properties, LLC, Larry Wright, and John Terrill,	§	ADVERSARY No. 20-05027
	§	
	§	
<i>Cross-Defendants/Third-Party Defendants</i>	§	
	§	
	§	

**DMA's RESPONSES AND OBJECTIONS
TO KRISJENN'S FIRST REQUESTS FOR ADMISSIONS**

DMA hereby serves its responses and objections to KrisJenn Ranch, LLC, KrisJenn Ranch, LLC-Series Uvalde Ranch, and KrisJenn Ranch, LLC-Series Pipeline ROW First Requests for Admissions.

Respectfully,

/s/ Christopher S. Johns

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CERTIFICATE OF SERVICE

I hereby certify that on December 11, 2020 a true and correct copy of the foregoing document was transmitted to each of the parties via the Court's electronic transmission facilities and/or via electronic mail as noted below. For those parties not registered to receive electronic service, a true and correct copy of the foregoing document was served by United States Mail, first class, postage prepaid, at the address noted below.

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/s/ Christopher S. Johns

Christopher S. Johns

OBJECTIONS AND RESPONSES TO REQUESTS FOR ADMISSIONS

Request for Admission No. 1: Admit that Wright told you that you would receive 20% of Black Duck's 15% interest for the life of the TCRG project.

Response: Deny.

Request for Admission No. 2: Admit that you told TCRG that you had an interest in the ROW that ran with the land.

Response: Admit.

Request for Admission No. 3: Admit that you told TCRG that you had a net profits agreement in the ROW.

Response: DMA objects that the phrase "net profits agreement in the ROW" is ambiguous. DMA construes "net profits agreement in the ROW" as meaning a net profits agreement that conveyed to DMA a net-profits interest that attaches and runs with the ROW. Based on that construction and interpretation of the ambiguous phrase, admit.

Request for Admission No. 4: Admit that you told TCRG that you had a net profits agreement in the pipeline.

Response: DMA objects that the phrase "net profits agreement in the pipeline" is ambiguous. DMA construes "net profits agreement in the pipeline" as meaning a net profits agreement that conveyed to DMA a net-profits interest that attaches and runs with the ROW and related pipeline facilities. Based on that construction and interpretation of the ambiguous phrase, admit.

Request for Admission No. 5: Admit that told TCRG that your net profits interest was a real covenant.

Response: Admit.

Request for Admission No. 6: Admit that you told TCRG that your net profits interest was a personal covenant.

Response: Deny.

Request for Admission No. 7: Admit that you told TCRG that Wright had made false statements to it regarding the ROW.

Response: Admitted that DMA told TCRG it has a net-profits interest that attaches and runs with the right-of-way, which implies that any contrary representations by Wright were false. Otherwise, denied.

Request for Admission No. 8: Admit that you told TCRG that Wright had made false statements to it regarding the Pipeline.

Response: DMA objects that the word “Pipeline” is unambiguous when taken in context of the relevant agreements. DMA construes “Pipeline” to mean the right-of-way and related pipeline facilities. Under that construction, admitted that DMA told TCRG it has a net-profits interest that attaches and runs with the right-of-way, which implies that any contrary representations by Wright were false. Otherwise, denied.